**City and County of San Francisco**
**Office of Contract Administration**
**Purchasing Division**

**Amendment Number One**

THIS AMENDMENT (this "Amendment") is made as of July 1, 2015, in San Francisco, California, by and between **A Better Way, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4150-0/9/10 on 6/21/2010;

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010 between Contractor and City, as amended by the:

First amendment, this Amendment

**1b. Contract Monitoring Division. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2.** Term of the Agreement currently reads as follows:

**2.** Term of the Agreement. Subject to Section 2 the term of this Agreement shall be from July 1, 2010 to June 30, 2015.

**Such section is hereby amended in its entirety to read as follows:**

**2.** Term of the Agreement. Subject to Section 2 the term of this Agreement shall be from July 1, 2010 to December 31, 2015.

**2b.** Section 5. **Compensation** currently reads as follows:

**5. Compensation**. Compensation shall be made in monthly payments on or before the 1st day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Fifty Thousand Three Hundred Dollars ($9,050,300)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**Such section is hereby amended in its entirety to read as follows:**

**5. Compensation**. Compensation shall be made in monthly payments on or before the 1st day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Eighty Two Thousand Nine Hundred Fourteen Dollars ($9,982,914)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**2c. Insurance.** Section 15 is hereby replaced in its entirety to read as follows:

**15. Insurance.**

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and

3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than $1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

5) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

i. Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C Insurance.

**2d. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section.** Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

**32. Consideration of Criminal History in Hiring and Employment Decisions.**

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in

subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of $50 for a second violation and $100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**2e. Appendices A, A-1, A-2 and A-3 dated 7/1/2015 are hereby added for 2015-16 as amended.**

**2f. Appendices B, B-1, B-2 and B-3 dated 7/1/2015 are hereby added for 2015-16 as amended.**

**2g. Delete Appendix D and replace in its entirety with Appendix D dated 7/1/2015 as amended.**

**2h. Delete Appendix E and replace in its entirety with Appendix E dated 5/19/15 as amended**

**2i. Add Appendix F dated 7/1/2015 as amended.**

**2j. Add Appendix G dated 7/1/2015 as amended.**

**2k. Add Appendix H dated 7/1/2015 as amended.**

**2l. Add Appendix I dated 7/1/2015 as amended.**

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Barbara A. Garcia
Director of Health

CONTRACTOR

A Better Way, Inc.

Shahnaz Mazandarani
Executive Director
3200 Adeline Street
Berkeley, CA 94703

City vendor number: 75699

Approved as to Form:

Dennis J. Herrera
City Attorney

By: Kathleen M Murphy 9/15/15
Kathy Murphy
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration, and Purchaser

Appendices:

A: Services to be provided by Contractor
B: Calculation of Charges/Budget
C: Appendix C - Reserved
D: Appendix D - Additional Terms
E: Appendix E – Business Associate Addendum
F: Appendix F - Invoices
G: Appendix G - Dispute Resolution Procedure
H: Appendix H - Declaration of Compliance
I: Appendix I – Privacy Policy Compliance Standards

**Appendix A**
**Community Behavioral Health Services**
**Services to be provided by Contractor**

**1. Terms**

A. Contract Administrator:
In performing the Services hereunder, Contractor shall report to Valerie Wiggins, Contract Administrator for the City, or his / her designee.

B. Reports:
Contractor shall submit written reports as requested by the City. The format for the content of such reports shall be determined by the City. The timely submission of all reports is a necessary and material term and condition of this Agreement. All reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

C. Evaluation:
Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:
Contractor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

E. Adequate Resources:
Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

F. Admission Policy:
Admission policies for the Services shall be in writing and available to the public. Except to the extent that the Services are to be rendered to a specific population as described in the programs listed in Section 2 of Appendix A, such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.

G. San Francisco Residents Only:
Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:
Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as

"DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

(2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.

(8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

J. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

K. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded Services. Such documents or announcements shall contain a credit substantially as follows: "This program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."

L. Client Fees and Third Party Revenue:

(1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, Medicare or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

M. CBHS Electronic Health Records System

Treatment Service Providers use the CBHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), CBHS Quality Management and CBHS Program Administration.

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

For any quarter that CONTRACTOR maintains less than ninety percent (90%) of the total agreed upon units of service for any mode of service hereunder, CONTRACTOR shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

P Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

(1) Staff evaluations completed on an annual basis.
(2) Personnel policies and procedures in place, reviewed and updated annually.
(3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

R. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

S. Compliance with Community Behavioral Health Services Policies and Procedures

In the provision of SERVICES under CBHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by CBHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health **providers**, including satellite sites, and used by CLIENTS **or** STAFF **shall** meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request."

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the

duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

Remaining open shall include offering individuals being referred or requesting SERVICES appointments within 24-48 hours (1-2 working days) for the purpose of assessment and disposition/treatment planning, and for arranging appropriate dispositions.

In the event that the CONTRACTOR, following completion of an assessment, determines that it cannot provide treatment to a client meeting medical necessity criteria, CONTACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client.
CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

**2. Description of Services**
Detailed description of services is listed below and is attached hereto

Appendix A-1 Outpatient Mental Health Services

Appendix A-2 Outpatient Behavioral Health Services Early Childhood Mental Health Program (05)

Appendix A-3 Therapeutic Visitation Services 38GT

1. **Identifiers:**

Program Name: A Better Way
**Outpatient Mental Health Program**
Program Address: 1663 Mission Street, Suite 460
City, State, ZIP: San Francisco, CA 94103
Telephone: 415-715-1050
FAX: 415-715-1051
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street
City, State, ZIP: Berkeley, CA 94703
Person Completing this Narrative: Ann Chu, PhD
Telephone: 415-592-4149
Email Address: achu@abetterwayinc.net
Program Code(s): 38GTOP (A Better Way-SF Outpatient)

2. **Nature of Document:**
☐ **New** ☒ **Renewal** ☐ **Modification**

3. **Goal Statement:**
To help ameliorate the behavioral health symptoms for children aged birth to 21 within a system of care, which helps assure client permanency, safety and well-being.

4. **Target Population:**
Children aged birth to 21 years with an open case with the San Francisco County Human Services Agency and their families. These children need to have full scope San Francisco County Medi-Cal coverage. Children birth to 18 years will be admitted into the program. Children may receive services until age 21 years.

5. **Modality(s)/Intervention(s):**
Modalities include Mental Health Services (individual, family, group, collateral, plan development, rehabilitation, assessment and evaluation), Case Management and Crisis Intervention.

See CRDC for details.

6. **Methodology:**
**Direct Client Services:**

A. Outreach, recruitment, promotion, and advertisement:
Collaboration with San Francisco Foster Care Mental Health (FCMH) and Human Services Agency (HAS) will be ongoing, who are our primary referral sources. Outreach through informal and formal collaborations with other agencies will assist communities to become aware of our services and ensure continuity of care.

B. Admission, enrollment, and/or intake criteria and process:
   - Criteria:

Clients are eligible for services if they 1) have an open case through Human Services Agency; 2) meet medical necessity and display behavioral health symptoms that can ameliorated by services; and 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.

- Process:
  Protective Social Workers (PSW) from HSA refer children and their families to FCMH who in turn refer eligible clients for outpatient mental health services. Once we receive the complete referral paperwork packet from FCMH, we connect with the PSW and family to begin our services.

C. Service delivery model:

- Treatment modalities:
  Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need. Interventions include: Trauma Focus Cognitive Behavioral Therapy, Safety Organized Practice, Parent-Child Interaction Therapy, Child Parent Psychotherapy, Incredible Years, Motivational Interviewing, Cognitive Behavioral Therapy, and evidence-based elements from these and other EBPs.
- Phases of treatment:
  - Engagement Phase:
    Clients and families will engage in a 30 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and any indicated standardized assessment tools (including CANS). During the 30 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 30 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client.
  - Service Delivery Phase:
    Based on CANS assessment and clinical formulation, treatment providers will provide services including individual therapy, family therapy, dyadic therapy, collateral sessions, case management, plan development, individual rehabilitation, and crisis intervention. Ongoing collaboration with members of the child's support team (biological family, foster parents, Human Service Agency workers, attorneys, etc.) will take place to develop progressive, permanency-informed treatment goals.
- Hours of operation:
  Open 9:00a.m. - 6 p.m. Monday-Friday, and limited availability on Saturdays. After 6:00 p.m. appointments are available as needed.
- Length of Stay:
  Average length of treatment will be six to eight months depending on the needs of the client and family.

- Locations of Service Delivery:
  Locations are dependent on the need of the family and client. Locations include A Better Way's San Francisco Offices, other A Better Way offices, and surrounding Bay Area community locations (client's home, foster home, school, and community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).
- Frequency and Duration of Services:
  Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family and with respect to input from the PSW.
- Strategies for service delivery:
  Services will be Evidence-Based and Outcomes Informed as indicated by client needs.

D. Discharge planning
- Exit criteria
  There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is lack of medical necessity (e.g., through successful completion of treatment goals and amelioration of mental health) or if eligibility criteria are no longer in place (e.g., child placed out of county with discontinuation of San Francisco County full-scope Medi-Cal coverage).
- Process
  During the 6-month reassessment period, the treatment team will collaborate with family and support team to determine treatment goals. If treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. Outside of the 6-month reassessment period, if medical necessity is no longer met due to amelioration of mental health, termination will also take place.
  The treatment team will collaborate with the family and PSW to assure that clients are connected with ongoing support services, if appropriate.

E. Program staffing:
Mental Health Services are provided by Marriage and Family Therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waivered Psychologists, Psychology Assistants, or other trained staff (e.g., Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: clinical supervisors, licensed program director, intake clinician, office management, and quality assurance staff.

**7. Objectives and Measurements:**
All objectives and corresponding measurements are contained in the BHS document entitled *BHS Performance Objectives FY 14-15.*

**8. Continuous Quality Improvement:**

Our program's CQI activities include the following:

Achievement of contract performance objectives and productivity:

A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and 'year to date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as need.

Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month. Productivity standards are clarified to all services providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits:

Our service documentation goes through multiple levels of Quality Assurance and internal Review.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Clinitrak) help reduce errors in entries
- All provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance conducts full-chart reviews for all charts at the following intervals: 30 days post episode opening; every 6 months thereafter; at discharge
- All charts are reviewed for semi-annual reauthorization of services during our monthly PURQC meetings with Alternative Family Services
- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisor to share with supervisees.

Cultural competency of staff and services:

A Better Way places a great deal of attention on training our staff in cultural humility and competency. Assessment of staff cultural competency levels is monitored through regular supervision and periodic case presentation. A Better Way will be implementing a Consumer Advisory Board during this fiscal year to obtain input from consumers and community partners, which will include an assessment of the cultural competence level of our services.

Client satisfaction:

A Better Way distributes client satisfaction surveys on an annual basis. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS:

A Better Way utilizes the CANS for all clients. Additionally, we also ask the treatment team to administer standardized self-report measures for older children (e.g., Youth

Self Report, Trauma Symptom Checklist) as well as caregiver-report questionnaires for all children (e.g., Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g., Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (comprise of QA and Clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

9. **Required Language:**
   Not applicable.

**1. Identifiers:**

Program Name: A Better Way
**Outpatient Mental Health Program**
Program Address: 1663 Mission Street, Suite 460
City, State, ZIP: San Francisco, CA 94103
Telephone: 415-715-1050
FAX: 415-715-1051
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street
City, State, ZIP: Berkeley, CA 94703
Person Completing this Narrative: Ann Chu, PhD
Telephone: 415-592-4149
Email Address: achu@abetterwayinc.net
Program Code(s): 38GTOP (A Better Way-SF Outpatient)

**2. Nature of Document:**
☐ **New** ☒ **Renewal** ☐ **Modification**

**3. Goal Statement:**
To help ameliorate the behavioral health symptoms for children aged birth to 21 within a system of care, which helps assure client permanency, safety and well-being.

**4. Target Population:**
Children aged birth to 21 years with an open case with the San Francisco County Human Services Agency and their families. These children need to have full scope San Francisco County Medi-Cal coverage. Children birth to 18 years will be admitted into the program. Children may receive services until age 21 years.

**5. Modality(s)/Intervention(s):**
Modalities include Mental Health Services (individual, family, group, collateral, plan development, rehabilitation, assessment and evaluation), Case Management and Crisis Intervention.

See CRDC for details.

**6. Methodology:**
**Direct Client Services:**

A. Outreach, recruitment, promotion, and advertisement:
Collaboration with San Francisco Foster Care Mental Health (FCMH) and Human Services Agency (HAS) will be ongoing, who are our primary referral sources. Outreach through informal and formal collaborations with other agencies will assist communities to become aware of our services and ensure continuity of care.

B. Admission, enrollment, and/or intake criteria and process:
   - Criteria:

Clients are eligible for services if they 1) have an open case through Human Services Agency; 2) meet medical necessity and display behavioral health symptoms that can ameliorated by services; and 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.

- Process:
  Protective Social Workers (PSW) from HSA refer children and their families to FCMH who in turn refer eligible clients for outpatient mental health services. Once we receive the complete referral paperwork packet from FCMH, we connect with the PSW and family to begin our services.

C. Service delivery model:

- Treatment modalities:
  Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need. Interventions include: Trauma Focus Cognitive Behavioral Therapy, Safety Organized Practice, Parent-Child Interaction Therapy, Child Parent Psychotherapy, Incredible Years, Motivational Interviewing, Cognitive Behavioral Therapy, and evidence-based elements from these and other EBPs.
- Phases of treatment:
  - Engagement Phase:
    Clients and families will engage in a 30 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and any indicated standardized assessment tools (including CANS). During the 30 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 30 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client.
  - Service Delivery Phase:
    Based on CANS assessment and clinical formulation, treatment providers will provide services including individual therapy, family therapy, dyadic therapy, collateral sessions, case management, plan development, individual rehabilitation, and crisis intervention. Ongoing collaboration with members of the child's support team (biological family, foster parents, Human Service Agency workers, attorneys, etc.) will take place to develop progressive, permanency-informed treatment goals.
- Hours of operation:
  Open 9:00a.m. - 6 p.m. Monday-Friday, and limited availability on Saturdays. After 6:00 p.m. appointments are available as needed.
- Length of Stay:
  Average length of treatment will be six to eight months depending on the needs of the client and family.

- Locations of Service Delivery:
  Locations are dependent on the need of the family and client. Locations include A Better Way's San Francisco Offices, other A Better Way offices, and surrounding Bay Area community locations (client's home, foster home, school, and community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).
- Frequency and Duration of Services:
  Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family and with respect to input from the PSW.
- Strategies for service delivery:
  Services will be Evidence-Based and Outcomes Informed as indicated by client needs.

D. Discharge planning
- Exit criteria
  There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is lack of medical necessity (e.g., through successful completion of treatment goals and amelioration of mental health) or if eligibility criteria are no longer in place (e.g., child placed out of county with discontinuation of San Francisco County full-scope Medi-Cal coverage).
- Process
  During the 6-month reassessment period, the treatment team will collaborate with family and support team to determine treatment goals. If treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. Outside of the 6-month reassessment period, if medical necessity is no longer met due to amelioration of mental health, termination will also take place.
  The treatment team will collaborate with the family and PSW to assure that clients are connected with ongoing support services, if appropriate.

E. Program staffing:
Mental Health Services are provided by Marriage and Family Therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waivered Psychologists, Psychology Assistants, or other trained staff (e.g., Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: clinical supervisors, licensed program director, intake clinician, office management, and quality assurance staff.

**7. Objectives and Measurements:**
All objectives and corresponding measurements are contained in the BHS document entitled *BHS Performance Objectives FY 14-15.*

**8. Continuous Quality Improvement:**

Our program's CQI activities include the following:

Achievement of contract performance objectives and productivity:

A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and 'year to date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as need.

Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month. Productivity standards are clarified to all services providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits:

Our service documentation goes through multiple levels of Quality Assurance and internal Review.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Clinitrak) help reduce errors in entries
- All provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance conducts full-chart reviews for all charts at the following intervals: 30 days post episode opening; every 6 months thereafter; at discharge
- All charts are reviewed for semi-annual reauthorization of services during our monthly PURQC meetings with Alternative Family Services
- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisor to share with supervisees.

Cultural competency of staff and services:

A Better Way places a great deal of attention on training our staff in cultural humility and competency. Assessment of staff cultural competency levels is monitored through regular supervision and periodic case presentation. A Better Way will be implementing a Consumer Advisory Board during this fiscal year to obtain input from consumers and community partners, which will include an assessment of the cultural competence level of our services.

Client satisfaction:

A Better Way distributes client satisfaction surveys on an annual basis. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS:

A Better Way utilizes the CANS for all clients. Additionally, we also ask the treatment team to administer standardized self-report measures for older children (e.g., Youth

Self Report, Trauma Symptom Checklist) as well as caregiver-report questionnaires for all children (e.g., Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g., Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (comprise of QA and Clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

9. **Required Language:**
   Not applicable.

1. **Identifiers:**

Program Name: A Better Way
Early Childhood Mental Health Program (0-5)
Program Address: 1663 Mission Street, Suite 460
City, State, ZIP: San Francisco, CA 94103
Telephone: 415-715-1050
FAX: 415-715-1051
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street
City, State, ZIP: Berkeley, CA 94703
Person Completing this Narrative: Ann Chu, PhD
Telephone: 415-592-4149
Email Address: achu@abetterwayinc.net

Program Code(s): 38GT05 (A Better Way, Inc. 0-5 OP)

2. **Nature of Document:**

☐ **New** ☒ **Renewal** ☐ **Modification**

3. **Goal Statement:**

To help ameliorate and enhance the emotional and behavioral health symptoms as well as the overall developmental functioning of children aged birth to 5 within a system of care. Our services aims to prevent severe and long-term consequences of emotional and behavioral problems.

4. **Target Population:**

San Francisco County children age birth to 5 years with full scope Medi-Cal who have been identified as having or imminently at-risk for having emotional or behavioral disturbance.

5. **Modality(s)/Intervention(s):**

Modalities include Mental Health Services (individual, family, group, collateral, plan development, rehabilitation, assessment and evaluation), Case Management and Crisis Intervention.

See CRDC for details.

6. **Methodology:**

**Direct Client Services:**

A. Outreach, recruitment, promotion, and advertisement:
Linkages have been established with community agencies that serve as referral sources for our Early Childhood Mental Health Services, including: Infant Parent Program, Child Trauma Research Program, Public Health Nursing, Zero to Three Program, Wu Yee Child and Family Services, Hamilton Family Center, Bayview Family Resource Center, Ashbury House, Golden Gate Regional Center, and Foster Care Mental Health meetings with HSA representatives. Additional outreach activities include the development of relationships with preschools, child-care centers, pediatricians, WIC, Early Head Start, and other community agencies.

B. Admission, enrollment, and/or intake criteria and process:
   - Criteria:
     Clients are eligible for services if they 1) meet medical necessity and display behavioral health symptoms that can ameliorated by services; and 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.
   - Process:
     Clients are referred by community agencies to our intake coordinator. Our intake coordinator will assign a clinician to work with the family for the initial assessment period. Clients will be assessed within the first 30 days for EPSDT eligibility and medical necessity. For services to continue past the initial assessment, clients must continue to meet medical necessity.

     Clients who do not meet eligibility criteria will be referred to other community agencies/resources.

C. Service delivery model:
   - Treatment modalities:
     Services will primarily involve dyadic (infant-parent/child –parent) therapy and other evidence based practices and outcome informed practices within an overarching relationship-based framework as indicated by client need. Interventions include: STEEP (Steps Toward Effective and Enjoyable Parenting), Safety Organized Practice, Parent-Child Interaction Therapy, Child Parent Psychotherapy, Incredible Years, ABC (Attachment and Bio-Behavioral Catch-Up), attachment-based play, child-specific developmental guidance, infant massage, and parent support groups.
     Phases of treatment:
     - Engagement Phase:
       Clients and families will engage in a 30 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and any indicated standardized assessment tools (including CANS). During the 30 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 30 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives.
     - Service Delivery Phase:
       Based on CANS assessment and clinical formulation, treatment providers will provide services including, but not limited to infant-parent/child-parent therapy, family therapy, collateral, case management and plan development. Ongoing collaboration with members of the child's support team (e.g., family members, day care providers) will take place to develop progressive, permanency-informed treatment goals and strengthen caregiver's natural support system to enhance stability of care giving environment.
   - Hours of operation:
     Open 9:00a.m. - 6 p.m. Monday-Friday, and limited availability on Saturdays. After 6:00 p.m. appointments are available as needed.
   - Length of Stay:
     Average length of treatment will be six to eight months depending on the needs of the client and family.

- Locations of Service Delivery:
  Locations are dependent on the need of the family and client. Locations include A Better Way's San Francisco Offices, other A Better Way offices, and surrounding Bay Area community locations (client's home, school, and community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).
- Frequency and Duration of Services:
  Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family.
- Strategies for service delivery:
  Services will be Evidence-Based and Outcomes Informed as indicated by client needs.

D. Discharge planning
- Exit criteria
  There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is lack of medical necessity (e.g., through successful completion of treatment goals and amelioration of mental health) or if eligibility criteria are no longer in place (e.g., child placed out of county with discontinuation of San Francisco County full-scope Medi-Cal coverage).
- Process
  During the 6-month reassessment period, the treatment team will collaborate with family and support team to determine treatment goals. If treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. Outside of the 6-month reassessment period, if medical necessity is no longer met due to amelioration of mental health, termination will also take place.
  The treatment team will collaborate with the family and PSW to assure that clients are connected with ongoing support services, if appropriate.

E. Program staffing:
Mental Health Services are provided by Marriage and Family Therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waivered Psychologists, Psychology Assistants, or other trained staff (e.g., Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: clinical supervisors, licensed program director, intake clinician, office management, and quality assurance staff.

**7. Objectives and Measurements:**
All objectives and corresponding measurements are contained in the BHS document entitled *BHS Performance Objectives FY 14-15.*

**8. Continuous Quality Improvement:**
Our program's CQI activities include the following:
Achievement of contract performance objectives and productivity:
A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual

services on a weekly, monthly, and 'year to date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as need. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month. Productivity standards are clarified to all services providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits:
Our service documentation goes through multiple levels of Quality Assurance and internal Review.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Clinitrak) help reduce errors in entries
- All provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance conducts full-chart reviews for all charts at the following intervals: 30 days post episode opening; every 6 months thereafter; at discharge
- All charts are reviewed for semi-annual reauthorization of services during our monthly PURQC meetings with Alternative Family Services
- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisor to share with supervisees.

Cultural competency of staff and services:
A Better Way places a great deal of attention on training our staff in cultural humility and competency. Assessment of staff cultural competency levels is monitored through regular supervision and periodic case presentation. A Better Way will be implementing a Consumer Advisory Board during this fiscal year to obtain input from consumers and community partners, which will include an assessment of the cultural competence level of our services.

Client satisfaction:
A Better Way distributes client satisfaction surveys on an annual basis. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS:
A Better Way utilizes the CANS for all clients. Additionally, we also ask the treatment team to administer standardized self-report measures for older children (e.g., Youth Self Report, Trauma Symptom Checklist) as well as caregiver-report questionnaires for all children (e.g., Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g., Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (comprise of QA and Clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

**9. Required Language:**
Not applicable.

1. **Identifiers:**

Program Name: A Better Way
Early Childhood Mental Health Program (0-5)
Program Address: 1663 Mission Street, Suite 460
City, State, ZIP: San Francisco, CA 94103
Telephone: 415-715-1050
FAX: 415-715-1051
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street
City, State, ZIP: Berkeley, CA 94703
Person Completing this Narrative: Ann Chu, PhD
Telephone: 415-592-4149
Email Address: achu@abetterwayinc.net

Program Code(s): 38GT05 (A Better Way, Inc. 0-5 OP)

2. **Nature of Document:**

☐ **New** ☒ **Renewal** ☐ **Modification**

3. **Goal Statement:**

To help ameliorate and enhance the emotional and behavioral health symptoms as well as the overall developmental functioning of children aged birth to 5 within a system of care. Our services aims to prevent severe and long-term consequences of emotional and behavioral problems.

4. **Target Population:**

San Francisco County children age birth to 5 years with full scope Medi-Cal who have been identified as having or imminently at-risk for having emotional or behavioral disturbance.

5. **Modality(s)/Intervention(s):**

Modalities include Mental Health Services (individual, family, group, collateral, plan development, rehabilitation, assessment and evaluation), Case Management and Crisis Intervention.

See CRDC for details.

6. **Methodology:**

**Direct Client Services:**

A. Outreach, recruitment, promotion, and advertisement:

Linkages have been established with community agencies that serve as referral sources for our Early Childhood Mental Health Services, including: Infant Parent Program, Child Trauma Research Program, Public Health Nursing, Zero to Three Program, Wu Yee Child and Family Services, Hamilton Family Center, Bayview Family Resource Center, Ashbury House, Golden Gate Regional Center, and Foster Care Mental Health meetings with HSA representatives. Additional outreach activities include the development of relationships with preschools, child-care centers, pediatricians, WIC, Early Head Start, and other community agencies.

B. Admission, enrollment, and/or intake criteria and process:
   - Criteria:
     Clients are eligible for services if they 1) meet medical necessity and display behavioral health symptoms that can ameliorated by services; and 3) have EPSDT/San Francisco full-scope Medi-Cal coverage.
   - Process:
     Clients are referred by community agencies to our intake coordinator. Our intake coordinator will assign a clinician to work with the family for the initial assessment period. Clients will be assessed within the first 30 days for EPSDT eligibility and medical necessity. For services to continue past the initial assessment, clients must continue to meet medical necessity.

     Clients who do not meet eligibility criteria will be referred to other community agencies/resources.

C. Service delivery model:
   - Treatment modalities:
     Services will primarily involve dyadic (infant-parent/child –parent) therapy and other evidence based practices and outcome informed practices within an overarching relationship-based framework as indicated by client need. Interventions include: STEEP (Steps Toward Effective and Enjoyable Parenting), Safety Organized Practice, Parent-Child Interaction Therapy, Child Parent Psychotherapy, Incredible Years, ABC (Attachment and Bio-Behavioral Catch-Up), attachment-based play, child-specific developmental guidance, infant massage, and parent support groups.
     Phases of treatment:
     - Engagement Phase:
       Clients and families will engage in a 30 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and any indicated standardized assessment tools (including CANS). During the 30 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 30 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives.
     - Service Delivery Phase:
       Based on CANS assessment and clinical formulation, treatment providers will provide services including, but not limited to infant-parent/child-parent therapy, family therapy, collateral, case management and plan development. Ongoing collaboration with members of the child's support team (e.g., family members, day care providers) will take place to develop progressive, permanency-informed treatment goals and strengthen caregiver's natural support system to enhance stability of care giving environment.
   - Hours of operation:
     Open 9:00a.m. - 6 p.m. Monday-Friday, and limited availability on Saturdays. After 6:00 p.m. appointments are available as needed.
   - Length of Stay:
     Average length of treatment will be six to eight months depending on the needs of the client and family.

- Locations of Service Delivery:
  Locations are dependent on the need of the family and client. Locations include A Better Way's San Francisco Offices, other A Better Way offices, and surrounding Bay Area community locations (client's home, school, and community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).
- Frequency and Duration of Services:
  Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family.
- Strategies for service delivery:
  Services will be Evidence-Based and Outcomes Informed as indicated by client needs.

D. Discharge planning
- Exit criteria
  There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is lack of medical necessity (e.g., through successful completion of treatment goals and amelioration of mental health) or if eligibility criteria are no longer in place (e.g., child placed out of county with discontinuation of San Francisco County full-scope Medi-Cal coverage).
- Process
  During the 6-month reassessment period, the treatment team will collaborate with family and support team to determine treatment goals. If treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. Outside of the 6-month reassessment period, if medical necessity is no longer met due to amelioration of mental health, termination will also take place.
  The treatment team will collaborate with the family and PSW to assure that clients are connected with ongoing support services, if appropriate.

E. Program staffing:
Mental Health Services are provided by Marriage and Family Therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waivered Psychologists, Psychology Assistants, or other trained staff (e.g., Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: clinical supervisors, licensed program director, intake clinician, office management, and quality assurance staff.

**7. Objectives and Measurements:**
All objectives and corresponding measurements are contained in the BHS document entitled *BHS Performance Objectives FY 14-15.*

**8. Continuous Quality Improvement:**
Our program's CQI activities include the following:
Achievement of contract performance objectives and productivity:
A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual

services on a weekly, monthly, and 'year to date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as need. Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month. Productivity standards are clarified to all services providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits:
Our service documentation goes through multiple levels of Quality Assurance and internal Review.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Clinitrak) help reduce errors in entries
- All provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance conducts full-chart reviews for all charts at the following intervals: 30 days post episode opening; every 6 months thereafter; at discharge
- All charts are reviewed for semi-annual reauthorization of services during our monthly PURQC meetings with Alternative Family Services
- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisor to share with supervisees.

Cultural competency of staff and services:
A Better Way places a great deal of attention on training our staff in cultural humility and competency. Assessment of staff cultural competency levels is monitored through regular supervision and periodic case presentation. A Better Way will be implementing a Consumer Advisory Board during this fiscal year to obtain input from consumers and community partners, which will include an assessment of the cultural competence level of our services.

Client satisfaction:
A Better Way distributes client satisfaction surveys on an annual basis. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS:
A Better Way utilizes the CANS for all clients. Additionally, we also ask the treatment team to administer standardized self-report measures for older children (e.g., Youth Self Report, Trauma Symptom Checklist) as well as caregiver-report questionnaires for all children (e.g., Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g., Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (comprise of QA and Clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

**9. Required Language:**
Not applicable.

1. **Identifiers:**

Program Name: A Better Way
Therapeutic Visitation Services Program
Program Address: 1663 Mission Street, Suite 460
City, State, ZIP: San Francisco, CA 94103
Telephone: 415-715-1050
FAX: 415-715-1051
Website Address: www.abetterwayinc.net

Contractor Address: 3200 Adeline Street
City, State, ZIP: Berkeley, CA 94703
Person Completing this Narrative: Ann Chu, PhD
Telephone: 415-592-4149
Email Address: achu@abetterwayinc.net

Program Code(s): 38GT01 (A Better Way-SF Thera Visitati)

2. **Nature of Document:**
☐ **New** ☒ **Renewal** ☐ **Modification**

3. **Goal Statement:**
The goal of this program is to increase the protective capacities within the family for children/youth who are attempting to reunify following removal by Child Protective Services.

4. **Target Population:**
Full scope Medi-Cal San Francisco County children ages birth to eighteen with behavioral health needs that have been removed from their parents by Children Protective Services and are attempting to reunify.

5. **Modality(s)/Intervention(s):**

Modalities include Mental Health Services (individual, family, group, collateral, plan development, rehabilitation, assessment and evaluation), Case Management, Crisis Intervention and Mode 60/Service Function 78 services (Other Non-Medi-Cal Client Support Expenditures).

See CRDC for details.

6. **Methodology:**

**Direct Client Services:**

A. Outreach, recruitment, promotion, and advertisement:
Collaboration with San Francisco Foster Care Mental Health (FCMH) and Human Services Agency (HSA) will be ongoing, who are our primary referral sources. Outreach through

informal and formal collaborations with other agencies will assist communities to become aware of our services and ensure continuity of care.

B. Admission, enrollment, and/or intake criteria and process:
   - Criteria:
     Clients are eligible for services if they 1) have an open case through Human Services Agency; 2) meet medical necessity and display behavioral health symptoms that can ameliorated by services; and 3) demonstrate clinical need for therapeutic visitations; and 4) have EPSDT/San Francisco full-scope Medi-Cal coverage.
   - Process:
     Protective Social Workers (PSW) from HSA refer children and their families to FCMH who in turn refer eligible clients for therapeutic visitation services. Once we receive the complete referral paperwork packet from FCMH, we connect with the PSW and family to begin our services.

C. Service delivery model:
   - Treatment modalities:
     Within an overarching relationship-based framework, we utilize Evidence Based Practices (EBPs) and Outcome Informed Practices as indicated by client need. Interventions include: Safety Organized Practice, Parent-Child Interaction Therapy, Child Parent Psychotherapy, Incredible Years, and evidence-based elements from these and other EBPs that will help parents to increase their protective capacity for their child.
     An HSA work order was increased to provide supervised visitation to HSA clients and their families when therapeutic visitation is counter indicated. It is prudent that these Mode 60 supervised visitation services are provided by the same trained clinical staff of the TVS program.
   - Phases of treatment:
     - Engagement Phase:
       Clients and families will engage in a 30 day EPSDT and medical necessity assessment through clinical interviews, behavioral observations, and any indicated standardized assessment tools (including CANS). During the 30 day period, clinicians will work with the client and family to obtain information, build rapport, and establish medical necessity. During the initial 30 day assessment period, the clinician will also work with the client and family to create agreed upon treatment plan goals and objectives. Clinicians will work with Protective Social Workers (PSW) to gather information on safety concerns and permanency planning issues that may be relevant to the mental health needs of the client.
     - Service Delivery Phase:
     - Based on CANS assessment and clinical formulation, treatment providers will provide services including family therapy, dyadic therapy, collateral sessions, case management, plan development, individual rehabilitation, and crisis intervention. The clinician will also maintain ongoing

collaboration with members of the treatment team (parents, foster parents, Human Service Agency workers, attorneys, etc.) in order to:

- Manage risk and assure safety
- Develop progressive family treatment goals that allow for ongoing development and assessment of protective capacities within the family system
- Provide objective information to the PSW regarding the client's needs and the family's protective capacities.

- Hours of operation:
  Open 9:00a.m. - 6 p.m. Monday-Friday, and limited availability on Saturdays. After 6:00 p.m. appointments are available as needed.
- Length of Stay:
  Average length of treatment will be six to eight months depending on the needs of the client and family and reunification/permanency planning.
- Locations of Service Delivery:
  Locations are dependent on the need of the family and client as well as the parameters determined to be appropriate by PSW. Locations include A Better Way's San Francisco Offices, other A Better Way offices, and surrounding Bay Area community locations (school, and community spaces such as parks, Family Resource Centers, community recreation centers, public libraries, and churches).
- Frequency and Duration of Services:
  Maximum frequency and duration of services will be determined by the level of medical necessity. Within these limits and EPSDT standards, the actual frequency and duration of services will be determined through collaborative treatment planning with the client and family and with respect to input from the PSW.
- Strategies for service delivery:
  Services will be Evidence-Based and Outcomes Informed as indicated by client needs.

D. Discharge planning
   - Exit criteria
     There is no specific exit criteria needed in order for clients to be discharged. However, termination of services will take place if there is lack of medical necessity (e.g., through successful completion of treatment goals and amelioration of mental health) or if eligibility criteria are no longer in place (e.g., child placed out of county with discontinuation of San Francisco County full-scope Medi-Cal coverage). Termination of services will also be determined dependent on reunification/permanency planning.
   - Process
     During the 6-month reassessment period, the treatment team will collaborate with family and support team to determine treatment goals. If treatment goals have been successfully completed and medical necessity is no longer met, termination will take place. Outside of the 6-month reassessment period, if medical necessity is

no longer met due to amelioration of mental health, termination will also take place.

The treatment team will collaborate with the family and PSW to assure that clients are connected with ongoing support services, if appropriate.

E. Program staffing:

Mental Health Services are provided by Marriage and Family Therapists, Marriage and Family Therapist Interns, Licensed Clinical Social Workers, Associate Social Workers, Licensed Psychologists, Waivered Psychologists, Psychology Assistants, or other trained staff (e.g., Mental Health Rehabilitation Specialists) who are qualified to deliver EPSDT services to the target population. Staff also includes: clinical supervisors, licensed program director, intake clinician, office management, and quality assurance staff.

**7. Objectives and Measurements:**

All objectives and corresponding measurements are contained in the BHS document entitled *BHS Performance Objectives FY 14-15*.

**8. Continuous Quality Improvement:**

Our program's CQI activities include the following:

Achievement of contract performance objectives and productivity:

A Better Way monitors contract utilization and productivity in an ongoing manner. We have dashboards to help managers track contract fulfillment by comparing projected services to actual services on a weekly, monthly, and 'year to date' basis. We also have additional tools to help service providers and supervisors to adjust a provider's time-management and caseload as need.

Our productivity projections are carefully calibrated to account for fluctuations caused by predictable factors such as the number of workdays in each month. Productivity standards are clarified to all services providers and are managed as an ongoing part of supervision.

Documentation of quality and internal audits:

Our service documentation goes through multiple levels of Quality Assurance and internal Review.

- All providers are carefully trained in Medi-Cal documentation standards
- Our Electronic Health Records (Avatar and Clinitrak) help reduce errors in entries
- All provider documentation is reviewed by a supervisor upon completion
- Our Quality Assurance conducts full-chart reviews for all charts at the following intervals: 30 days post episode opening; every 6 months thereafter; at discharge
- All charts are reviewed for semi-annual reauthorization of services during our monthly PURQC meetings with Alternative Family Services
- Feedback and corrections from all internal reviews are shared with supervisors and clinicians to assure continuous quality improvement
- Reports on timeliness of notes are generated monthly and distributed to supervisor to share with supervisees.

Cultural competency of staff and services:
A Better Way places a great deal of attention on training our staff in cultural humility and competency. Assessment of staff cultural competency levels is monitored through regular supervision and periodic case presentation. A Better Way will be implementing a Consumer Advisory Board during this fiscal year to obtain input from consumers and community partners, which will include an assessment of the cultural competence level of our services.

Client satisfaction:
A Better Way distributes client satisfaction surveys on an annual basis. We also strive to create an environment of trust such that clients feel safe in sharing their feedback directly to our treatment team.

Timely completion and use of outcome data, including CANS:
A Better Way utilizes the CANS for all clients. Additionally, we also ask the treatment team to administer standardized self-report measures for older children (e.g., Youth Self Report, Trauma Symptom Checklist) as well as caregiver-report questionnaires for all children (e.g., Child Behavior Checklist, Trauma Symptom Checklist for Young Children) and teacher reports if appropriate (e.g., Teacher Report Form). The treatment team also utilizes CANS ratings and dashboards as a collaborative tool and framework with families and children to discuss and monitor strengths and needs that influence treatment planning. Our CQI team (comprise of QA and Clinical leadership) are engaged in ongoing efforts to broaden and improve the integration of CANS data into more aspects of our decision making.

**9. Required Language:**
Not applicable.

## Appendix B
**Calculation of Charges**

**1. Method of Payment**

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those appendices which include General Fund monies.

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

(2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon **the effective date** of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health **of an invoice or claim submitted by Contractor, and** of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

**2. Program Budgets and Final Invoice**

A. Program Budgets are listed below.

Budget Summary

Appendix B-1 Outpatient Mental Health Services

Appendix B-2 Outpatient Behavioral Health Services Early Childhood Mental Health Program (05)

Appendix B-3 Therapeutic Visitation Services 38GT

**B. *COMPENSATION***

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Nine Million Nine Hundred Eighty Two Thousand Nine Hundred Fourteen Dollars ($9,982,914) for the period of July 1, 2010 through December 31, 2015.

CONTRACTOR understands that, of this maximum dollar obligation, $106,507 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

| | |
|---|---|
| July 1, 2010 through June 30, 2011 | $1,705,000 |
| July 1, 2011 through June 30, 2012 | $1,742,888 |
| July 1, 2012 through June 30, 2013 | $1,737,562 |
| July 1, 2013 through June 30, 2014 | $1,865,183 |
| July 1, 2014 through June 30, 2015 | $1,893,160 |
| Sub-Total July 1, 2010 through December 31, 2015 | $9,876,407 |
| July 1, 2010 through December 3, 2015- Contingency | $106,507 |
| Total July 1, 2010 through December 31, 2015 | $9,982,914 |

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

(4) CONTRACTOR further understands that, $852,500 of the period from July 1, 2010 through December 31, 2010 in the Contract Numbers BPHM08000070 and DPHM11000123 is included with this Agreement. Upon execution of this Agreement, all the terms under this Agreement will supersede the Contract Number BPHM08000070 for the Fiscal Year 2010-11.

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

# FY 15-16 BHS APPENDIX B
# BUDGET DOCUMENTS

**DPH 1: Department of Public Health Contract Budget Summary**

| DHCS Legal Entity Number (MH): | 00765 | | Prepared By/Phone #: | | Roger Ailshie/5106010203 | Fiscal Year: | 2014-15 |
|---|---|---|---|---|---|---|---|
| DHCS Legal Entity Name (MH)/Contractor Name (SA): | A Better Way | | | | 7/1/2015 | | page 4 |
| **Contract CMS #** (CDTA use only): | | | | | | | |
| Contract Appendix Number: | B-1 | B-2 | B-3 | B-# | B-# | B-# | |
| Appendix A/Program Name: | Outpatient | 0-5 | TVS | | | | |
| Provider Number | 38GT | 38GT | 38GT | | | | |
| Program Code(s) | 38GTOP | 38GT05 | 38GT01 | | | | |
| **FUNDING TERM:** | 7/1/15 _6/30/16 | 7/1/15 _6/30/16 | 7/1/15 _6/30/16 | -/-/-- _-/-/-- | -/-/-- _-/-/-- | -/-/-- _-/-/-- | **TOTAL** |
| **FUNDING USES** | | | | | | | |
| Salaries & Employee Benefits: | $588,036 | $99,953 | $536,286 | | | | **1,224,275** |
| Operating Expenses: | 202,669 | 34,448 | 184,831 | | | | **421,948** |
| Capital Expenses: | - | - | - | | | | - |
| **Subtotal Direct Expenses:** | **790,705** | **134,401** | **721,117** | - | - | - | **1,646,223** |
| Indirect Expenses: | 118,607 | 20,162 | 108,168 | | | | **246,937** |
| Indirect %: | **15%** | **15%** | **15%** | **0%** | **0%** | **0%** | **15%** |
| **TOTAL FUNDING USES** | **909,312** | **154,563** | **829,285** | - | - | - | **1,893,160** |
| | | | | | Employee Fringe Benefits %: | | 30 |
| **BHS MENTAL HEALTH FUNDING SOURCES** | | | | | | | |
| **MH FED - SDMC Regular FFP (50%)** | 408,850 | 69,500 | 326,650 | | | | 805,000 |
| **MH STATE - 2011 PSR EPSDT** | 367,965 | 62,550 | 293,985 | | | | 724,500 |
| **MH WORK ORDER - HSA (Match)** | 42,325 | 7,193 | 33,821 | | | | 83,339 |
| **MH WORK ORDER - HSA** | 49,954 | 8,492 | 139,907 | | | | 198,353 |
| **MH COUNTY - General Fund** | 38,834 | 6,593 | 32,316 | | | | 77,743 |
| **MH COUNTY - Work Order CODB** | 1,384 | 235 | 2,606 | | | | 4,225 |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | **909,312** | **154,563** | **829,285** | - | - | - | **1,893,160** |
| **BHS SUBSTANCE ABUSE FUNDING SOURCES** | | | | | | | |
| | | | | | | | - |
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| | | | | | | | - |
| | | | | | | | - |
| **TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES** | - | - | - | - | - | - | - |
| **OTHER DPH FUNDING SOURCES** | | | | | | | - |
| | | | | | | | - |
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| | | | | | | | |
| | | | | | | | - |
| **TOTAL OTHER DPH FUNDING SOURCES** | - | - | - | - | - | - | - |
| **TOTAL DPH FUNDING SOURCES** | **909,312** | **154,563** | **829,285** | - | - | - | **1,893,160** |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | |
| **TOTAL NON-DPH FUNDING SOURCES** | - | - | - | - | - | - | - |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | **909,312** | **154,563** | **829,285** | - | - | - | **1,893,160** |

# FY 15-16 BHS APPENDIX B
# BUDGET DOCUMENTS

## DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DHCS Legal Entity Name (MH)/Contractor Name (SA): 00765 | | | | | | Appendix/Page #: | B-1/Page 1 |
| Provider Name: A Better Way | | | | | | | 7/1/2015 |
| Provider Number: 38GT | | | | | | Fiscal Year: | 2014-15 |
| Program Name: | | Outpatient | Outpatient | Outpatient | | | |
| Program Code (formerly Reporting Unit): | | 38GTOP | 38GTOP | 38GTOP | | | |
| Mode/SFC (MH) or Modality (SA) | | 15/01-09 | 15/10-57, 59 | 15/70-79 | | | |
| Service Description: | | OP-Case Mgt Brokerage | OP-MH Svcs | OP-Crisis Intervention | 0 | 0 | TOTAL |
| FUNDING TERM: | | 7/1/15 _6/30/16 | 7/1/15 _6/30/16 | 7/1/15 _6/30/16 | - | - | |
| **FUNDING USES** | | | | | | | |
| Salaries & Employee Benefits: | | 5,940 | 580,803 | 1,293 | | | **588,036** |
| Operating Expenses: | | 2,047 | 200,176 | 446 | | | **202,669** |
| Capital Expenses (greater than $5,000): | | | | | | | - |
| **Subtotal Direct Expenses:** | | **7,987** | **780,979** | **1,739** | - | - | **790,705** |
| Indirect Expenses: | | 1,198 | 117,148 | 261 | | | **118,607** |
| **TOTAL FUNDING USES:** | | **9,185** | **898,127** | **2,000** | - | - | **909,312** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Index Code/Project Detail/CFDA#:** | | | | | | |
| MH FED - SDMC Regular FFP (50%) | HMHMCP751594 | 4,130 | 403,821 | 899 | | | 408,850 |
| MH STATE - 2011 PSR EPSDT | HMHMCP751594 | 3,717 | 363,439 | 809 | | | 367,965 |
| **MH WORK ORDER - HSA (Match)** | HMHMCHMTCHWO | 428 | 41,804 | 93 | | | 42,325 |
| MH WORK ORDER - HSA | HMHMCHCWSNWO | 504 | 49,339 | 111 | | | 49,954 |
| MH COUNTY - General Fund | HMHMCP751594 | 392 | 38,357 | 85 | | | 38,834 |
| MH COUNTY - Work Order CODB | HMHMCP751594 | 14 | 1,367 | 3 | | | 1,384 |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **9,185** | **898,127** | **2,000** | - | - | 909,312 |
| **BHS SUBSTANCE ABUSE FUNDING SOURCES** | **Index Code/Project Detail/CFDA#:** | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
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| | | | | | | | - |
| **TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES** | | - | - | - | - | - | - |
| **OTHER DPH FUNDING SOURCES** | **Index Code/Project Detail/CFDA#:** | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| **TOTAL OTHER DPH FUNDING SOURCES** | | - | - | - | - | - | - |
| **TOTAL DPH FUNDING SOURCES** | | **9,185** | **898,127** | **2,000** | - | - | **909,312** |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | - |
| **TOTAL NON-DPH FUNDING SOURCES** | | - | - | - | - | - | - |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | 9,185 | 898,127 | 2,000 | - | - | 909,312 |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | |
| Number of Beds Purchased (if applicable) | | | | | | | |
| Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes) | | | | | | | |
| Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program | | | | | | | |
| Cost Reimbursement (CR) or Fee-For-Service (FFS): | | FFS | FFS | FFS | | | |
| DPH Units of Service: | | 4,480 | 337,642 | 513 | - | - | |
| Unit Type: | | Staff Minute | Staff Minute | Staff Minute | 0 | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | 2.05 | 2.66 | 3.90 | | | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES): | | 2.05 | 2.66 | 3.90 | 0.00 | 0.00 | |
| Published Rate (Medi-Cal Providers Only): | | 2.22 | 2.81 | 4.08 | | | **Total UDC:** |
| Unduplicated Clients (UDC): | | 29 | 68 | 2 | | | 68 |

# FY 15-16 BHS APPENDIX B
# BUDGET DOCUMENTS

## DPH 7: Contract-Wide Indirect Detail

Contractor Name/Program Name: Outpatient

Document Date: 7/1/2015

Fiscal Year: 2014-15 page 5

**1. SALARIES & BENEFITS**

| Position Title | FTE | Salaries |
|---|---|---|
| President/CEO | 0.21 | $ 34,048 |
| CFO | 0.21 | $ 26,826 |
| HR Director | 0.21 | $ 16,467 |
| Office Manager | 0.21 | $ 9,533 |
| Accounting Supervisor | 0.21 | $ 13,412 |
| AR Accountant | 0.21 | $ 8,699 |
| AP Accountant | 0.21 | $ 8,143 |
| Receptionist/Admin Asst. | 0.63 | $ 20,100 |
| Facilities Technician | 0.21 | $ 7,238 |
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| SUBTOTAL SALARIES | | $ 144,466 |
| EMPLOYEE FRINGE BENEFITS | 30% | $ 43,340 |
| **TOTAL SALARIES & BENEFITS** | | $ 187,806 |

**2. OPERATING COSTS**

| Expense line item: | Amount |
|---|---|
| Professional Fees | $ 35,632 |
| Telecommunications | $ 2,449 |
| Travel/Training | $ 1,666 |
| Office Expense | $ 7,683 |
| Insurance | $ 2,658 |
| Facility | $ 9,043 |
| **TOTAL OPERATING COSTS** | $ 59,131 |
| **TOTAL INDIRECT COSTS (Salaries & Benefits + Operating Costs)** | $ 246,937 |

# FY 15-16 BHS APPENDIX B
# BUDGET DOCUMENTS

## DPH 3: Salaries & Benefits Detail

Program Code: 38GTOP
Program Name: Outpatient
Document Date: 7/1/15

Appendix #: B-1
Page # 2

| | TOTAL | | General Fund HMHMCP751594 | | HSA WO-Local Match HMHMCHMTCHWO (Includes WO-CODB) | | HSA WO HMHMCHCWSNWO (Includes WO-CODB) | | Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#) | | Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Term: 7/1/15_6/30/16 | | Term: 7/1/15_6/30/16 | | Term: 7/1/15_6/30/16 | | Term: 7/1/15_6/30/16 | | Term: | | Term: | |
| Position Title | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries |
| Clinical Director | 0.09 | $ 11,591 | 0.08 | 10,397 | 0.00 | 557 | 0.00 | 637 | | | | |
| Program Director | 0.48 | $ 40,827 | 0.43 | 36,622 | 0.02 | 1,962 | 0.03 | 2,243 | | | | |
| Clinical Supervisor | 0.97 | $ 67,244 | 0.86 | 60,318 | 0.05 | 3,232 | 0.05 | 3,694 | | | | |
| Clinician | 5.18 | $ 269,921 | 4.65 | 242,118 | 0.25 | 12,975 | 0.28 | 14,828 | | | | |
| Family Partner | 0.48 | $ 19,023 | 0.43 | 17,063 | 0.02 | 915 | 0.03 | 1,045 | | | | |
| Director Quality and Research | 0.09 | $ 9,830 | 0.08 | 8,817 | 0.00 | 473 | 0.00 | 540 | | | | |
| QA Manager | 0.18 | $ 9,365 | 0.16 | 8,400 | 0.01 | 450 | 0.01 | 515 | | | | |
| QA Coordinator | 0.18 | $ 7,244 | 0.16 | 6,498 | 0.01 | 348 | 0.01 | 398 | | | | |
| MH Administration Assistant | 0.48 | $ 17,291 | 0.43 | 15,510 | 0.02 | 831 | 0.03 | 950 | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
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| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| Totals: | 8.13 | $452,336 | 7.29 | $405,743 | 0.39 | $21,743 | 0.45 | $24,850 | 0.00 | $0 | 0.00 | $0 |
| Employee Fringe Benefits: | 30.00% | $135,700 | 30.00% | $121,723 | 30.00% | $6,523 | 30.00% | $7,454 | 0.00% | | 0.00% | |
| TOTAL SALARIES & BENEFITS | | $588,036 | | $527,466 | | $28,266 | | $32,304 | | $0 | | $0 |

# FY 15-16 BHS APPENDIX B
# BUDGET DOCUMENTS

## DPH 4: Operating Expenses Detail

Program Code: 38GTOP
Program Name: Outpatient
Document Date: 7/1/15

Appendix #: B-1
Page # 3

| Expenditure Categories & Line Items | TOTAL | General Fund HMHMCP751594 | HSA WO-Local Match HMHMCHMTCHWO (Includes WO-CODB) | HSA WO HMHMCHCWSNWO (Includes WO-CODB) | Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#) | Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#) |
|---|---|---|---|---|---|---|
| | Term: 7/1/15-6/30/16 | Term: 7/1/15-6/30/16 | Term: 7/1/15-6/30/16 | Term: 7/1/15-6/30/16 | Term: | Term: |
| **Occupancy:** | | | | | | |
| Rent | $ 103,788 | $ 93,097 | $ 4,989 | $ 5,702 | | |
| Utilities(telephone, electricity, water, gas) | $ 8,963 | $ 8,040 | $ 431 | $ 492 | | |
| Building Repair/Maintenance | $ 5,215 | $ 4,678 | $ 251 | $ 286 | | |
| **Materials & Supplies:** | | | | | | |
| Office Supplies | $ 7,271 | $ 6,522 | $ 350 | $ 399 | | |
| Photocopying | $ - | $ - | $ - | $ - | | |
| Printing | $ - | $ - | $ - | $ - | | |
| Program Supplies | $ 4,481 | $ 4,020 | $ 215 | $ 246 | | |
| Computer hardware/software | $ - | $ - | $ - | $ - | | |
| **General Operating:** | | | | | | |
| Training/Staff Development | $ 5,427 | $ 4,868 | $ 261 | $ 298 | | |
| Insurance | $ 17,121 | $ 15,357 | $ 823 | $ 941 | | |
| Professional License | $ 377 | $ 338 | $ 18 | $ 21 | | |
| Permits | $ 440 | $ 395 | $ 21 | $ 24 | | |
| Equipment Lease & Maintenance | $ 3,213 | $ 2,882 | $ 154 | $ 177 | | |
| **Staff Travel:** | | | | | | |
| Local Travel | $ 46,373 | $ 41,596 | $ 2,229 | $ 2,548 | | |
| Out-of-Town Travel | $ - | | | | | |
| Field Expenses | $ - | | | | | |
| **Consultant/Subcontractor:** | | | | | | |
| CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | | | |
| CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | | | |
| CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | | | |
| (add more Consultant lines as necessary) | | | | | | |
| **Other:** | | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| **TOTAL OPERATING EXPENSE** | $ 202,669 | $ 181,793 | $ 9,742 | $ 11,134 | $ - | $ - |

# FY 15-16 BHS APPENDIX B
# BUDGET DOCUMENTS

## DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DHCS Legal Entity Name (MH)/Contractor Name (SA): 00765 | | | | | | Appendix/Page #: | B-2/Page 1 |
| Provider Name: A Better Way | | | | | | Document Date: | 7/1/2015 |
| Provider Number: 38GT | | | | | | Fiscal Year: | 2014-15 |
| Program Name: | | 0-5 | 0-5 | 0-5 | | | |
| Program Code (formerly Reporting Unit): | | 38GT05 | 38GT05 | 38GT05 | | | |
| Mode/SFC (MH) or Modality (SA) | | 15/01-09 | 15/10-57, 59 | 15/70-79 | | | |
| Service Description: | | OP-Case Mgt Brokerage | OP-MH Svcs | OP-Crisis Intervention | 0 | 0 | TOTAL |
| FUNDING TERM: | | 7/1/15 _6/30/16 | 7/1/15 _6/30/16 | 7/1/15 _6/30/16 | - | - | |
| **FUNDING USES** | | | | | | | |
| Salaries & Employee Benefits: | | 1,419 | 98,425 | 109 | | | 99,953 |
| Operating Expenses: | | 489 | 33,921 | 38 | | | 34,448 |
| Capital Expenses (greater than $5,000): | | | | | | | - |
| **Subtotal Direct Expenses:** | | 1,908 | 132,346 | 147 | - | - | 134,401 |
| Indirect Expenses: | | 286 | 19,854 | 22 | | | 20,162 |
| **TOTAL FUNDING USES:** | | 2,194 | 152,200 | 169 | - | - | 154,563 |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Index Code/Project Detail/CFDA#:** | | | | | | - |
| MH FED - SDMC Regular FFP (50%) | HMHMCP751594 | 986 | 68,437 | 77 | | | 69,500 |
| MH STATE - 2011 PSR EPSDT | HMHMCP751594 | 888 | 61,594 | 68 | | | 62,550 |
| MH WORK ORDER - HSA (Match) | HMHMCHMTCHWO | 102 | 7,083 | 8 | | | 7,193 |
| MH WORK ORDER - HSA | HMHMCHCWSNWO | 121 | 8,362 | 9 | | | 8,492 |
| MH COUNTY - General Fund | HMHMCP751594 | 94 | 6,492 | 7 | | | 6,593 |
| MH COUNTY - Work Order CODB | HMHMCP751594 | 3 | 232 | - | | | 235 |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | 2,194 | 152,200 | 169 | - | - | 154,563 |
| **BHS SUBSTANCE ABUSE FUNDING SOURCES** | **Index Code/Project Detail/CFDA#:** | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| **TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES** | | - | - | - | - | - | - |
| **OTHER DPH FUNDING SOURCES** | **Index Code/Project Detail/CFDA#:** | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| **TOTAL OTHER DPH FUNDING SOURCES** | | - | - | - | - | - | - |
| **TOTAL DPH FUNDING SOURCES** | | 2,194 | 152,200 | 169 | - | - | 154,563 |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | - |
| **TOTAL NON-DPH FUNDING SOURCES** | | - | - | - | - | - | - |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | 2,194 | 152,200 | 169 | - | - | 154,563 |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | |
| Number of Beds Purchased (if applicable) | | | | | | | |
| Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes) | | | | | | | |
| Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program | | | | | | | |
| Cost Reimbursement (CR) or Fee-For-Service (FFS): | | FFS | FFS | FFS | | | |
| DPH Units of Service: | | 1,070 | 57,218 | 43 | - | - | |
| Unit Type: | | Staff Minute | Staff Minute | Staff Minute | 0 | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | 2.05 | 2.66 | 3.90 | | | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES): | | 2.05 | 2.66 | 3.90 | 0.00 | 0.00 | |
| Published Rate (Medi-Cal Providers Only): | | 2.22 | 2.81 | 4.08 | | | **Total UDC:** |
| Unduplicated Clients (UDC): | | 5 | 11 | 1 | | | 11 |

## FY 15-16 BHS APPENDIX B
## BUDGET DOCUMENTS

### DPH 3: Salaries & Benefits Detail

Program Code: 38GT05
Program Name: 0-5
Document Date: 7/1/15

Appendix #: B-2
Page # 2

| | TOTAL | | General Fund HMHMCP751594 | | HSA WO-Local Match HMHMCHMTCHWO (Includes WO-CODB) | | HSA WO HMHMCHCWSNWO (Includes WO-CODB) | | Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#) | | Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Term: | 7/1/15_6/30/16 | Term: | 7/1/15_6/30/16 | Term: | 7/1/15_6/30/16 | Term: | 7/1/15_6/30/16 | Term: | | Term: | |
| Position Title | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries |
| Clinical Director | 0.02 | $ 1,970 | 0.01 | 1,767 | 0.00 | 95 | 0.00 | 108 | | | | |
| Program Director | 0.08 | $ 6,940 | 0.07 | 6,225 | 0.00 | 334 | 0.00 | 381 | | | | |
| Clinical Supervisor | 0.17 | $ 11,430 | 0.15 | 10,253 | 0.01 | 549 | 0.01 | 628 | | | | |
| Clinician | 0.88 | $ 45,881 | 0.79 | 41,155 | 0.04 | 2,205 | 0.05 | 2,521 | | | | |
| Family Partner | 0.08 | $ 3,233 | 0.07 | 2,900 | 0.00 | 155 | 0.00 | 178 | | | | |
| Director Quality and Research | 0.02 | $ 1,671 | 0.01 | 1,499 | 0.00 | 80 | 0.00 | 92 | | | | |
| QA Manager | 0.03 | $ 1,592 | 0.03 | 1,428 | 0.00 | 77 | 0.00 | 87 | | | | |
| QA Coordinator | 0.03 | $ 1,232 | 0.03 | 1,105 | 0.00 | 59 | 0.00 | 68 | | | | |
| MH Administration Assistant | 0.08 | $ 2,938 | 0.07 | 2,636 | 0.00 | 141 | 0.00 | 161 | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| Totals: | 1.37 | $76,887 | 1.23 | $68,968 | 0.06 | $3,695 | 0.08 | $4,224 | 0.00 | $0 | 0.00 | $0 |
| Employee Fringe Benefits: | 30.00% | $23,066 | 30.00% | $20,690 | 30.01% | $1,109 | 30.00% | $1,267 | 0.00% | | 0.00% | |
| TOTAL SALARIES & BENEFITS | | $99,953 | | $89,658 | | $4,804 | | $5,491 | | $0 | | $0 |

# FY 15-16 BHS APPENDIX B
# BUDGET DOCUMENTS

## DPH 4: Operating Expenses Detail

Program Code: 38GT05
Program Name: 0-5
Document Date: 7/1/15

Appendix #: B-2
Page # 3

| Expenditure Categories & Line Items | TOTAL | General Fund HMHMCP751594 | HSA WO-Local Match HMHMCHMTCHWO (Includes WO-CODB) | HSA WO HMHMCHCWSNWO (Includes WO-CODB) | Funding Source 3 (Include Funding Source Name and Index Code/Project Detail/CFDA#) | Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#) |
|---|---|---|---|---|---|---|
| | Term: 7/1/15-6/30/16 | Term: 7/1/15-6/30/16 | Term: 7/1/15-6/30/16 | Term: 7/1/15-6/30/16 | Term: | Term: |
| **Occupancy:** | | | | | | |
| Rent | $ 17,638 | $ 15,821 | $ 848 | $ 969 | | |
| Utilities(telephone, electricity, water, gas) | $ 1,524 | $ 1,367 | $ 73 | $ 84 | | |
| Building Repair/Maintenance | $ 887 | $ 795 | $ 43 | $ 49 | | |
| **Materials & Supplies:** | | | | | | |
| Office Supplies | $ 1,236 | $ 1,109 | $ 59 | $ 68 | | |
| Photocopying | $ - | $ - | $ - | $ - | | |
| Printing | $ - | $ - | $ - | $ - | | |
| Program Supplies | $ 762 | $ 683 | $ 37 | $ 42 | | |
| Computer hardware/software | $ - | $ - | $ - | $ - | | |
| **General Operating:** | | | | | | |
| Training/Staff Development | $ 923 | $ 828 | $ 44 | $ 51 | | |
| Insurance | $ 2,910 | $ 2,610 | $ 140 | $ 160 | | |
| Professional License | $ 65 | $ 58 | $ 3 | $ 4 | | |
| Permits | $ 75 | $ 67 | $ 4 | $ 4 | | |
| Equipment Lease & Maintenance | $ 546 | $ 490 | $ 26 | $ 30 | | |
| **Staff Travel:** | | | | | | |
| Local Travel | $ 7,882 | $ 7,070 | $ 379 | $ 433 | | |
| Out-of-Town Travel | $ - | $ - | $ - | $ - | | |
| Field Expenses | $ - | $ - | $ - | $ - | | |
| **Consultant/Subcontractor:** | | | | | | |
| CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | | | |
| CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | | | |
| CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | | | |
| (add more Consultant lines as necessary) | | | | | | |
| **Other:** | | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| **TOTAL OPERATING EXPENSE** | $ 34,448 | $ 30,898 | $ 1,656 | $ 1,894 | $ - | $ - |

# FY 15-16 BHS APPENDIX B
# BUDGET DOCUMENTS

## DPH 2: Department of Public Heath Cost Reporting/Data Collection (CRDC)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DHCS Legal Entity Name (MH)/Contractor Name (SA): 00765 | | | | | | Appendix/Page #: | B-3/Page 1 |
| Provider Name: A Better Way | | | | | | | 7/1/2015 |
| Provider Number: 38GT | | | | | | Fiscal Year: | 2014-15 |
| Program Name: | | TVS | TVS | TVS | TVS | | |
| Program Code (formerly Reporting Unit): | | 38GT01 | 38GT01 | 38GT01 | 38GT01 | | |
| Mode/SFC (MH) or Modality (SA) | | 15/01-09 | 15/10-57, 59 | 15/70-79 | 60/78 | | |
| Service Description: | | OP-Case Mgt Brokerage | OP-MH Svcs | OP-Crisis Intervention | SS-Other Non-MediCal Client Support Exp | 0 | TOTAL |
| FUNDING TERM: | | 7/1/15 6/30/16 | 7/1/15 6/30/16 | 7/1/15 6/30/16 | 7/1/15 6/30/16 | - | |
| **FUNDING USES** | | | | | | | |
| Salaries & Employee Benefits: | | 10,242 | 460,786 | 590 | 64,668 | | **536,286** |
| Operating Expenses: | | 3,530 | 158,810 | 203 | 22,288 | | **184,831** |
| Capital Expenses (greater than $5,000): | | | | | | | - |
| **Subtotal Direct Expenses:** | | **13,772** | **619,596** | **793** | **86,956** | - | **721,117** |
| Indirect Expenses: | | 2,066 | 92,939 | 119 | 13,044 | | **108,168** |
| **TOTAL FUNDING USES:** | | **15,838** | **712,535** | **912** | **100,000** | - | **829,285** |
| **BHS MENTAL HEALTH FUNDING SOURCES** | **Index Code/Project Detail/CFDA#:** | | | | | | - |
| MH FED - SDMC Regular FFP (50%) | HMHMCP751594 | 7,094 | 319,148 | 408 | | | 326,650 |
| MH STATE - 2011 PSR EPSDT | HMHMCP751594 | 6,384 | 287,233 | 368 | | | 293,985 |
| **MH WORK ORDER - HSA (Match)** | HMHMCHMTCHWO | 734 | 33,044 | 43 | | | 33,821 |
| MH WORK ORDER - HSA | HMHMCHCWSNWC | 867 | 38,990 | 50 | 100,000 | | 139,907 |
| MH COUNTY - General Fund | HMHMCP751594 | 702 | 31,574 | 40 | | | 32,316 |
| MH COUNTY - Work Order CODB | HMHMCP751594 | 57 | 2,546 | 3 | | | 2,606 |
| **TOTAL BHS MENTAL HEALTH FUNDING SOURCES** | | **15,838** | **712,535** | **912** | **100,000** | - | 829,285 |
| **BHS SUBSTANCE ABUSE FUNDING SOURCES** | **Index Code/Project Detail/CFDA#:** | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| **TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES** | | - | - | - | - | - | - |
| **OTHER DPH FUNDING SOURCES** | **Index Code/Project Detail/CFDA#:** | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| **TOTAL OTHER DPH FUNDING SOURCES** | | - | - | - | - | - | - |
| **TOTAL DPH FUNDING SOURCES** | | **15,838** | **712,535** | **912** | **100,000** | - | **829,285** |
| **NON-DPH FUNDING SOURCES** | | | | | | | |
| | | | | | | | - |
| **TOTAL NON-DPH FUNDING SOURCES** | | - | - | - | - | - | - |
| **TOTAL FUNDING SOURCES (DPH AND NON-DPH)** | | 15,838 | 712,535 | 912 | 100,000 | - | 829,285 |
| **BHS UNITS OF SERVICE AND UNIT COST** | | | | | | | |
| Number of Beds Purchased (if applicable) | | | | | | | |
| Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes) | | | | | | | |
| Substance Abuse Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program | | | | | | | |
| Cost Reimbursement (CR) or Fee-For-Service (FFS): | | FFS | FFS | FFS | CR | | |
| DPH Units of Service: | | 7,726 | 267,870 | 234 | 1,709 | - | |
| Unit Type: | | Staff Minute | Staff Minute | Staff Minute | Staff Hour | 0 | |
| Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only) | | 2.05 | 2.66 | 3.90 | 58.51 | | |
| Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES): | | 2.05 | 2.66 | 3.90 | 58.51 | 0.00 | |
| Published Rate (Medi-Cal Providers Only): | | 2.22 | 2.81 | 4.08 | N/A | | **Total UDC:** |
| Unduplicated Clients (UDC): | | 18 | 40 | 3 | 6 | | 46 |

# FY 15-16 BHS APPENDIX B
# BUDGET DOCUMENTS

## DPH 3: Salaries & Benefits Detail

Program Code: 38GT01
Program Name: TVS
Document Date: 7/1/15

Appendix #: B-3
Page # 2

| | TOTAL | | General Fund HMHMCP751594 | | HSA WO-Local Match HMHMCHMTCHWO (Includes WO-CODB) | | HSA WO HMHMCHCWSNWO (Includes WO-CODB) | | HSA WO HMHMCHCWSNWO (Supervised Client Family Visits) Cost Reimbursement | | Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Term: | 7/1/15_6/30/16 | Term: | 7/1/15_6/30/16 | Term: | 7/1/15_6/30/16 | Term: | 7/1/15_6/30/16 | Term: | 7/1/15_6/30/16 | Term: | |
| Position Title | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries | FTE | Salaries |
| Clinical Director | 0.08 | $ 10,570.00 | 0.06 | 8,323 | 0.00 | 464 | 0.00 | 509 | 0.01 | 1,274 | | |
| Program Director | 0.44 | $ 37,235.00 | 0.34 | 29,317 | 0.02 | 1,636 | 0.02 | 1,792 | 0.05 | 4,490 | | |
| Clinical Supervisor | 0.87 | $ 61,326.00 | 0.69 | 48,286 | 0.04 | 2,694 | 0.04 | 2,951 | 0.10 | 7,395 | | |
| Clinician | 4.73 | $ 246,166.00 | 3.72 | 193,823 | 0.21 | 10,813 | 0.23 | 11,846 | 0.57 | 29,684 | | |
| Family Partner | 0.44 | $ 17,349.00 | 0.34 | 13,660 | 0.02 | 762 | 0.02 | 835 | 0.05 | 2,092 | | |
| Director Quality and Research | 0.08 | $ 8,965.00 | 0.06 | 7,059 | 0.00 | 394 | 0.00 | 431 | 0.01 | 1,081 | | |
| QA Manager | 0.16 | $ 8,541.00 | 0.13 | 6,725 | 0.01 | 375 | 0.01 | 411 | 0.02 | 1,030 | | |
| QA Coordinator | 0.16 | $ 6,607.00 | 0.13 | 5,202 | 0.01 | 290 | 0.01 | 318 | 0.02 | 797 | | |
| MH Administration Assistant | 0.44 | $ 15,769.00 | 0.34 | 12,416 | 0.02 | 693 | 0.02 | 759 | 0.05 | 1,901 | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| | 0.00 | $ - | | | | | | | | | | |
| Totals: | 7.39 | $412,528 | 5.82 | $324,811 | 0.32 | $18,121 | 0.36 | $19,851 | 0.89 | $49,745 | 0.00 | $0 |
| Employee Fringe Benefits: | 30.00% | $123,758 | 30.00% | $97,443 | 30.00% | $5,436 | 30.00% | $5,956 | 30.00% | $14,923 | 0.00% | |
| TOTAL SALARIES & BENEFITS | | $536,286 | | $422,254 | | $23,557 | | $25,807 | | $64,668 | | $0 |

# FY 15-16 BHS APPENDIX B
# BUDGET DOCUMENTS

## DPH 4: Operating Expenses Detail

Program Code: 38GT01
Program Name: TVS
Document Date: 7/1/15

Appendix #: B-3
Page # 3

| Expenditure Categories & Line Items | TOTAL | General Fund HMHMCP751594 | HSA WO-Local Match HMHMCHMTCHWO (Includes WO-CODB) | HSA WO HMHMCHCWSNWO (Includes WO-CODB) | HSA WO HMHMCHCWSNWO (Supervised Client Family Visits) Cost Reimbursement | Funding Source 4 (Include Funding Source Name and Index Code/Project Detail/CFDA#) |
|---|---|---|---|---|---|---|
| | Term: 7/1/15-6/30/16 | Term: 7/1/15-6/30/16 | Term: 7/1/15-6/30/16 | Term: 7/1/15-6/30/16 | Term: 7/1/15-6/30/16 | Term: |
| **Occupancy:** | | | | | | |
| Rent | $ 94,651 | $ 74,524 | $ 4,158 | $ 4,555 | $ 11,414 | |
| Utilities(telephone, electricity, water, gas) | $ 8,175 | $ 6,437 | $ 359 | $ 393 | $ 986 | |
| Building Repair/Maintenance | $ 4,755 | $ 3,744 | $ 209 | $ 229 | $ 573 | |
| **Materials & Supplies:** | | | | | | |
| Office Supplies | $ 6,631 | $ 5,221 | $ 291 | $ 319 | $ 800 | |
| Photocopying | $ - | $ - | $ - | $ - | $ - | |
| Printing | $ - | $ - | $ - | $ - | $ - | |
| Program Supplies | $ 4,087 | $ 3,218 | $ 180 | $ 197 | $ 492 | |
| Computer hardware/software | $ - | $ - | $ - | $ - | | |
| **General Operating:** | | | | | | |
| Training/Staff Development | $ 4,949 | $ 3,897 | $ 217 | $ 238 | $ 597 | |
| Insurance | $ 15,614 | $ 12,294 | $ 686 | $ 751 | $ 1,883 | |
| Professional License | $ 344 | $ 271 | $ 15 | $ 17 | $ 41 | |
| Permits | $ 402 | $ 316 | $ 18 | $ 19 | $ 49 | |
| Equipment Lease & Maintenance | $ 2,931 | $ 2,308 | $ 129 | $ 141 | $ 353 | |
| **Staff Travel:** | | | | | | |
| Local Travel | $ 42,292 | $ 33,299 | $ 1,858 | $ 2,035 | $ 5,100 | |
| Out-of-Town Travel | $ - | $ - | $ - | $ - | | |
| Field Expenses | $ - | $ - | $ - | $ - | | |
| **Consultant/Subcontractor:** | | | | | | |
| CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | | | |
| CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | | | |
| CONSULTANT/SUBCONTRACTOR (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts) | $ - | | | | | |
| (add more Consultant lines as necessary) | | | | | | |
| **Other:** | | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| | $ - | | | | | |
| **TOTAL OPERATING EXPENSE** | **$ 184,831** | **$ 145,529** | **$ 8,120** | **$ 8,894** | **$ 22,288** | **$ -** |

**APPENDIX C**

**RESERVED**

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**Appendix D**
**Additional Terms**

## *1. PROTECTED HEALTH INFORMATION AND BAA*

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one of the following:

☒ CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will:

- Create PHI
- Receive PHI
- Maintain PHI
- Transmit PHI and/or
- Access PHI

**The Business Associate Agreement (BAA) in Appendix E is required. Please note that BAA requires attachments to be completed.**

☐ CONTRACTOR will not have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

**The Business Associate Agreement is not required.**

## *2. THIRD PARTY BENEFICIARIES*

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

**Appendix E**
Business Associates Agreement

**Appendix E**

San Francisco Department of Public Health
Business Associate Agreement

7/1/15

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract or Memorandum of Understanding ("CONTRACT")] by and between the City and County of San Francisco, Covered Entity ("CE") and Contractor, Business Associate ("BA"). To the extent that the terms of the Contract are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

In order to access SFDPH Systems, BA must have their employees/agents sign and retain in their files the ***User Agreement for Confidentiality, Data Security and Electronic Signature*** form located at https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf

During the term of this contract, the BA will be required to complete the ***SFDPH Privacy, Data Security and Compliance Attestations*** located at https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf and the ***Data Trading Partner Request [to Access SFDPH Systems]*** located at https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf

**RECITALS**

A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the CONTRACT in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").
C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.
D. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this Agreement to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the HIPAA Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**1. Definitions.**

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an

unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this Agreement, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

i. **Health Care Operations** means any of the following activities: i) conducting quality assessment and improvement activities; ii) reviewing the competence or qualifications of health care professionals; iii) underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits; iv) conducting or arranging for medical review, legal services, and auditing functions; v) business planning development; vi) business management and general administrative activities of the entity. This shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the

provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. **Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

**2. Obligations of Business Associate.**

a. **Permitted Uses.** BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written

agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. k. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes

are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and
(iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

h. **Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

k. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

l. **Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information;** any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws.

[42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. **BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.**

**3. Termination.**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the CONTRACT and this Agreement and shall provide grounds for immediate termination of the CONTRACT and this Agreement, any provision in the CONTRACT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the CONTRACT and this Agreement, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the CONTRACT and this Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. **Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. **Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the CONTRACT or this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the CONTRACT or this Agreement when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. **Reimbursement for Fines or Penalties.**

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days.

Attachments (links)

- ***Privacy, Data Security, and Compliance Attestations*** located at https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf
- ***Data Trading Partner Request to Access SFDPH Systems and Notice of Authorizer*** located at https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf
- ***User Agreement for Confidentiality, Data Security and Electronic Signature Form*** located at https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102 Office
email: compliance.privacy@sfdph.org
Office telephone: 415-554-2787
Confidential Privacy Hotline (Toll-Free): 1-855-729-6040
Confidential Compliance Hotline: 415-642-5790

**Appendix F**
**Invoices**

# DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
# COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M01 JL 15

**Contractor: A Better Way, Inc.**

Ct.Blanket No.: BPHM TBD

User Cd

Address: 3200 Adeline Street, Berkeley, CA 94703

Ct. PO No.: POHM TBD

Tel. No.: (510) 207-8825

**BHS**

Fund Source: MH Work Order - HSA

Invoice Period: July 2015

Funding Term: 07/01/2015 - 12/31/2015

Final Invoice: (Check if Yes)

PHP Division: Community Behavioral Health Services

ACE Control Number:

| Program/Exhibit | TOTAL CONTRACTED UOS | TOTAL CONTRACTED UDC | DELIVERED THIS PERIOD UOS | DELIVERED THIS PERIOD UDC | DELIVERED TO DATE UOS | DELIVERED TO DATE UDC | % OF TOTAL UOS | % OF TOTAL UDC | REMAINING DELIVERABLES UOS | REMAINING DELIVERABLES UDC | % OF TOTAL UOS | % OF TOTAL UDC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **B-3 TVS PC# - 38GT01 - HMHMCHCWSNWO** | | | | | | | | | | | | |
| 60/ 78 Other Non-Medical Client | 1,709 | 6 | | | - | - | 0% | 0% | 1,709 | 6 | 100% | 100% |
| Support Exp | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Unduplicated Counts for AIDS Use Only.

| Description | BUDGET | EXPENSES THIS PERIOD | EXPENSES TO DATE | % OF BUDGET | REMAINING BALANCE |
|---|---|---|---|---|---|
| Total Salaries | $ 25,246.00 | $ - | $ - | 0.00% | $ 25,246.00 |
| Fringe Benefits | $ 7,573.00 | $ - | $ - | 0.00% | $ 7,573.00 |
| **Total Personnel Expenses** | $ 32,819.00 | $ - | $ - | 0.00% | $ 32,819.00 |
| Operating Expenses: | | | | | |
| Occupancy | $ 6,584.00 | $ - | $ - | 0.00% | $ 6,584.00 |
| Materials and Supplies | $ 656.00 | $ - | $ - | 0.00% | $ 656.00 |
| General Operating | $ 1,483.00 | $ - | $ - | 0.00% | $ 1,483.00 |
| Staff Travel | $ 2,588.00 | $ - | $ - | 0.00% | $ 2,588.00 |
| Consultant/ Subcontractor | $ - | $ - | $ - | 0.00% | $ - |
| Other: | $ - | $ - | $ - | 0.00% | $ - |
| | $ - | $ - | $ - | 0.00% | $ - |
| | | | | | |
| **Total Operating Expenses** | $ 11,311.00 | $ - | $ - | 0.00% | $ 11,311.00 |
| **Capital Expenditures** | $ - | $ - | $ - | 0.00% | $ - |
| **TOTAL DIRECT EXPENSES** | $ 44,130.00 | $ - | $ - | 0.00% | $ 44,130.00 |
| **Indirect Expenses** | $ 6,620.00 | $ - | $ - | 0.00% | $ 6,620.00 |
| **TOTAL EXPENSES** | $ 50,750.00 | $ - | $ - | 0.00% | $ 50,750.00 |
| **Less: Initial Payment Recovery** | | | NOTES: | | |
| **Other Adjustments** (DPH use only) | | | | | |
| | | | | | |
| **REIMBURSEMENT** | | $ - | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory Date



Prepared: 8/28/2015

## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
### FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE

Appendix F
PAGE A

Control Number

**Contractor: A Better Way, Inc.**

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel. No.: (510) 207-8825

**BHS**

INVOICE NUMBER: M02 JL 15

Ct.Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH Work Order - HSA (Match)

Invoice Period : July 2015

Final Invoice: (Check if Yes)

ACE Control Number:

Funding Term: 07/01/2015 - 12/31/2015

PHP Division: Community Behavioral Health Services

| HMHMCHMTCHWO | Total Contracted Exhibit UDC | Delivered THIS PERIOD Exhibit UDC | Delivered to Date Exhibit UDC | % of TOTAL Exhibit UDC | Remaining Deliverables Exhibit UDC |
|---|---|---|---|---|---|
| Unduplicated Clients for Exhibit: | | | | | |

*Unduplicated Counts for AIDS Use Only.

| DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only) | Total Contracted UOS | Total Contracted CLIENTS | Delivered THIS PERIOD UOS | Delivered THIS PERIOD CLIENTS | Unit Rate | AMOUNT DUE | Delivered to Date UOS | Delivered to Date CLIENTS | % of TOTAL UOS | % of TOTAL CLIENT | Remaining Deliverables UOS | Remaining Deliverables CLIENTS | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **B-3 TVS (Therapeutic Visitation) PC# - 38GT01 - HMHMCHMTCHWO** | | | | | | | | | | | | | | |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 178.00 | | | | $ 2.05 | $ - | 0.000 | | 0.00% | | 178.000 | | $ | 364.90 |
| 15/ 10 - 57, 59 OP - MH Svcs | 6,182.00 | | | | $ 2.66 | $ - | 0.000 | | 0.00% | | 6,182.000 | | | 16,444.12 |
| 15/ 70 - 79 OP - Crisis Intervention | 5.00 | | | | $ 3.90 | $ - | 0.000 | | 0.00% | | 5.000 | | | 19.50 $ 16,828.52 |
| **B-1 Outpatient PC# - 38GTOP** | | | | | | | | | | | | | | |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 100.00 | | | | $ 2.05 | $ - | 0.000 | | 0.00% | | 100.000 | | | 205.00 |
| 15/ 10 - 57, 59 OP - MH Svcs | 7,499.00 | | | | $ 2.66 | $ - | 0.000 | | 0.00% | | 7,499.000 | | | 19,947.34 |
| 15/ 70 - 79 OP - Crisis Intervention | 11.00 | | | | $ 3.90 | $ - | 0.000 | | 0.00% | | 11.000 | | | 42.90 $ 20,195.24 |
| **B-2 0 - 5 Yr Old Outpatient PC# - 38GT05** | | | | | | | | | | | | | | |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 24.00 | | | | $ 2.05 | $ - | 0.000 | | 0.00% | | 24.000 | | | 49.20 |
| 15/ 10 - 57, 59 OP - MH Svcs | 1,271.00 | | | | $ 2.66 | $ - | 0.000 | | 0.00% | | 1,271.000 | | | 3,380.86 |
| 15/ 70 - 79 OP - Crisis Intervention | 1.00 | | | | $ 3.90 | $ - | 0.000 | | 0.00% | | 1.000 | | | 3.90 $ 3,433.96 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| **TOTAL** | 15,271.00 | | - | | | | - | | 0.00% | | 15,271.000 | | $ | 40,457.72 |

| Budget Amount | | $ 40,459.00 | | Expenses To Date | % of Budget | Remaining Budget |
|---|---|---|---|---|---|---|
| | | | | $ - | 0.00% | $ 40,459.00 |

| | |
|---|---|
| SUBTOTAL AMOUNT DUE | $ - |
| Less: Initial Payment Recovery | |
| (For DPH Use) Other Adjustments | |
| NET REIMBURSEMENT | $ - |

NOTES:

HSA Work Order - HMHMCHMTCHWO - $83,339.00

GF - WO CODB - HMHMCP751594 - $4,225.00

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

_____ _____
Authorized Signatory Date

Prepared: 8/28/2015

## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
### FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE

Appendix F
PAGE A

Control Number

**Contractor: A Better Way, Inc.**

Address: 3200 Adeline Street, Berkeley, CA 94703

**BHS**

Telephone No.: (510) 207-8825

Funding Term: 07/01/2015 - 12/31/2015

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M03 JL 15

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM (User Cd) TBD

Fund Source: Federal MediCal, 2011 EPSDT State Match

Invoice Period : July 2015

Final Invoice: (Check if Yes)

ACE Control Number:

| Unduplicated Clients for Exhibit: | Total Contracted Exhibit UDC | Delivered THIS PERIOD Exhibit UDC | Delivered to Date Exhibit UDC | % of TOTAL Exhibit UDC | Remaining Deliverables Exhibit UDC |
|---|---|---|---|---|---|
| | | | | | |

*Unduplicated Counts for AIDS Use Only.

| DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH Only) | Total Contracted UOS | Total Contracted CLIENTS | Delivered THIS PERIOD UOS | Delivered THIS PERIOD CLIENTS | Unit Rate | AMOUNT DUE | Delivered to Date UOS | Delivered to Date CLIENTS | % of TOTAL UOS | % of TOTAL CLIENTS | Remaining Deliverables UOS | Remaining Deliverables CLIENTS | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **B-3 TVS (Therapeutic Visitation) PC# - 38GT01 - HMHMCP751594** | | | | | | | | | | | | | | |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 3,406 | | | | $ 2.05 | $ - | 0.000 | | 0.00% | | 3,406.000 | | $ | 6,982.30 |
| 15/ 10 - 57, 59 OP - MH Svcs | 118,106 | | | | $ 2.66 | $ - | 0.000 | | 0.00% | | 118,106.000 | | | 314,161.96 |
| 15/ 70 - 79 OP - Crisis Intervention | 103 | | | | $ 3.90 | $ - | 0.000 | | 0.00% | | 103.000 | | | 401.70 $ 321,545.96 |
| **B-1 Outpatient PC# - 38GTOP** | | | | | | | | | | | | | | |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 1,979 | | | | $ 2.05 | $ - | 0.000 | | 0.00% | | 1,979.000 | | | 4,056.95 |
| 15/ 10 - 57, 59 OP - MH Svcs | 149,146 | | | | $ 2.66 | $ - | 0.000 | | 0.00% | | 149,146.000 | | | 396,728.36 |
| 15/ 70 - 79 OP - Crisis Intervention | 230 | | | | $ 3.90 | $ - | 0.000 | | 0.00% | | 230.000 | | | 897.00 $ 401,682.31 |
| **B-2 0 - 5 Yr Old Outpatient PC# - 38GT05** | | | | | | | | | | | | | | |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 480 | | | | $ 2.05 | $ - | 0.000 | | 0.00% | | 480.000 | | | 984.00 |
| 15/ 10 - 57, 59 OP - MH Svcs | 25,662 | | | | $ 2.66 | $ - | 0.000 | | 0.00% | | 25,662.000 | | | 68,260.92 |
| 15/ 70 - 79 OP - Crisis Intervention | 19 | | | | $ 3.90 | $ - | 0.000 | | 0.00% | | 19.000 | | | 74.10 $ 69,319.02 |
| | | | | | | | 0.000 | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| **TOTAL** | 299,131 | | 0.000 | | | | 0.000 | | 0.00% | | 299,131.000 | | $ | 792,547.29 |

| Budget Amount | $ 791,491.00 | Expenses To Date | % of Budget | Remaining Budget |
|---|---|---|---|---|
| | | $ - | 0.00% | $ 791,491.00 |

| | |
|---|---|
| SUBTOTAL AMOUNT DUE | $ - |
| Less: Initial Payment Recovery | |
| (For DPH Use) Other Adjustments | |
| NET REIMBURSEMENT | $ - |

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

_____ _____
Authorized Signatory Date

Prepared: 8/28/2015

## DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
### FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE

Appendix F
PAGE A

Control Number

**Contractor: A Better Way, Inc.**

Address: 3200 Adeline Street, Berkeley, CA 94703

Tel. No.: (510) 207-8825

**BHS**

INVOICE NUMBER: M04 JL 15

Ct.Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH Workder - HSA

Invoice Period : July 2015

Final Invoice: (Check if Yes)

ACE Controll Number:

Funding Term: 07/01/2015 - 12/31/2015

PHP Division: Community Behavioral Health Services

| HMHMCHCWSNWO | Total Contracted Exhibit UDC | Delivered THIS PERIOD Exhibit UDC | Delivered to Date Exhibit UDC | % of TOTAL Exhibit UDC | Remaining Deliverables Exhibit UDC |
|---|---|---|---|---|---|
| **Unduplicated Clients for Exhibit:** | | | | | |

*Unduplicated Counts for ADS Use Only.

| DELIVERABLES<br>Program Name/Reptg. Unit<br>Modality/Mode # - Svc Func (MH Only) | Total Contracted UOS | Total Contracted CLIENTS | Delivered THIS PERIOD UOS | Delivered THIS PERIOD CLIENTS | Unit Rate | AMOUNT DUE | Delivered to Date UOS | Delivered to Date CLIENTS | % of TOTAL UOS | % of TOTAL CLIENT | Remaining Deliverables UOS | Remaining Deliverables CLIENTS | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **B-3 TVS (Therapeutic Visitation) PC# - 38GTOP - HMHMCHCWSNWO** | | | | | | | | | | | | | | |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 215 | | | | $ 2.05 | $ - | 0.000 | | 0.00% | | 215.000 | | $ 440.75 | |
| 15/ 10 - 57, 59 OP - MH Svcs | 7,439 | | | | $ 2.66 | $ - | 0.000 | | 0.00% | | 7,439.000 | | 19,787.74 | |
| 15/ 70 - 79 OP - Crisis Intervention | 7 | | | | $ 3.90 | $ - | 0.000 | | 0.00% | | 7.000 | | 27.30 | $ 20,255.79 |
| **B-1 Outpatient RU# 38GTOP - HMHMCHCWSNWO** | | | | | | | | | | | | | | |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 125 | | | | $ 2.05 | $ - | 0.000 | | 0.00% | | 125.000 | | 256.25 | |
| 15/ 10 - 57, 59 OP - MH Svcs | 9,413 | | | | $ 2.66 | $ - | 0.000 | | 0.00% | | 9,413.000 | | 25,038.58 | |
| 15/ 70 - 79 OP - Crisis Intervention | 14 | | | | $ 3.90 | $ - | 0.000 | | 0.00% | | 14.000 | | 54.60 | $ 25,349.43 |
| **B-2 0 - 5 Yr Old Outpatient RU# 38GT05 - HMHMCHCWSNWO** | | | | | | | | | | | | | | |
| 15/ 01 - 09 OP - Case Mgt Brokerage | 30 | | | | $ 2.05 | $ - | 0.000 | | 0.00% | | 30.000 | | 61.50 | |
| 15/ 10 - 57, 59 OP - MH Svcs | 1,595 | | | | $ 2.66 | $ - | 0.000 | | 0.00% | | 1,595.000 | | 4,242.70 | |
| 15/ 70 - 79 OP - Crisis Intervention | 1 | | | | $ 3.90 | $ - | 0.000 | | 0.00% | | 1.000 | | 3.90 | $ 4,308.10 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| **TOTAL** | 18,839 | | 0.000 | | | | 0.000 | | 0.00% | | 18,839.000 | | $ 49,913.32 | |

| Budget Amount | | Expenses To Date | % of Budget | Remaining Budget |
|---|---|---|---|---|
| | $ 49,914.00 | $ - | | $ 49,914.00 |

| | |
|---|---|
| SUBTOTAL AMOUNT DUE | $ - |
| Less: Initial Payment Recovery | |
| (For DPH Use) Other Adjustments | |
| NET REIMBURSEMENT | $ - |

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

_____ _____
Authorized Signatory Date

Prepared: 8/28/2015

# Appendix G

**Dispute Resolution Procedure**
**For Health and Human Services Nonprofit Contractors**
**9-06**

**Introduction**

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

**Dispute Resolution Procedure**

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 — The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 — Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 — Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

## Appendix H

## THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

**Appendix I**

## San Francisco Department of Public Health
## Privacy Policy Compliance Standards

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

**Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.**

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

**Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.**

As Measured by: Documentation showing individual was trained exists

**Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.**

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

**Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.**

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

**Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.**

As Measured by: Documentation exists.

**Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.**

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Teagan Chastain |
|---|---|
| Poms & Associates Insurance Brokers, Inc.<br>1255 Treat Boulevard<br>10th Floor<br>Walnut Creek CA 94597 | PHONE (A/C, No, Ext): (925) 338-8400 FAX (A/C, No): (866) 735-8385<br>E-MAIL ADDRESS: tchastain@pomsassoc.com |
| **INSURED** | **INSURER(S) AFFORDING COVERAGE** — **NAIC #** |
| A Better Way, Inc.<br>3200 Adeline Street<br><br>Berkeley CA 94703 | INSURER A: Nonprofits Ins. Alliance of CA — 160<br>INSURER B: State Compensation Ins. Fund (SCIF)<br>INSURER C: Lloyd's of London<br>INSURER D: The Hartford<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER: CL1551234518** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | X | | 2014-08771-NPO | 12/10/2014 | 12/10/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Sexual or Phys Abuse or | $ 1,000,000<br>$ 500,000<br>$ 20,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 250,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 2014-08771-NPO | 12/10/2014 | 12/10/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 1955746-2014 | 11/10/2014 | 11/10/2015 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Errors & Omissions | | | B1692715008QG | 5/8/2015 | 5/8/2016 | Limit | $1,000,000 |
| D | Dishonesty Bond | | | 72BDDGX1915 | 12/10/2014 | 12/10/2015 | Limit | $327,500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured per policy as required by written contract or agreement.

**CERTIFICATE HOLDER**

San Francisco Department of Public Health
Office of Contract Management & Complianc
Attn: Carolyn McKenney
1380 Howard Street, Room 419
San Francisco, CA 94103

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Chastain/TCHAST

POLICY NUMBER: 2013-08771-NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) |
| --- |
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.